



SPECIAL USE PERMIT

Permittee: _____

Park: _____

THIS PERMIT, made and entered into this _____ day of _____, 200____, by and between the Utah Division of Parks and Recreation, Department of Natural Resources, 1594 West North Temple, Salt Lake City, Utah 84114, hereafter referred to as "Division," and _____, whose address is _____, hereafter referred to as "Permittee."

Phone: _____

Fax: _____

WITNESSETH:

By this permit, Division authorizes Permittee to use, subject to conditions set out below, the following described lands and/or improvements:

The term of this permit is limited to a maximum of _____ days, and is issued the _____ day of _____, 200____ through the _____ day of _____, 200____, inclusively.

In return for the privilege of using said lands and/or improvements, Permittee agrees to accept and comply with each of the following terms or conditions:

1. Use of said lands and/or improvements by Permittee shall be only for those purposes herein described.
2. No alterations, modifications, improvements, changes or damages of any nature shall be made by Permittee on or to any Division lands, or improvements without specific written approval by Division in advance. This shall include all natural and historic features.
3. Permittee shall hold Division harmless from any and all claims for damage to property or persons resulting from any act or acts of Permittee, its agents and employees, and for this purpose to carry at its own expense the following amounts of insurance:
 - A. \$1,000,000.00 for injury to or death of any one person per occurrence.
 - B. \$1,000,000.00 for injury to or death of more than one person per occurrence.
 - C. \$1,000,000.00 for damage to property and products per occurrence.

Permittee shall have \$1,000,000.00 general liability, which is state law. For other activities, Permittee shall have \$1,000,000.00 coverage for water related/other activities or the highest amount commercially available for each activity.

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Policy or policies of liability insurance shall include the following special endorsement: Special Use Permit requiring insurance shall have an insurance certificate attached to it before submitting to the Division Contracts Officer.

The State of Utah/Division of Parks and Recreation, their officers, employees and agents, are hereby declared to be additional insureds under terms of this policy, both as to activities of the state of Utah and the Division of Parks and Recreation and their officers, employees and agents as related to the activity described herein. The state of Utah is not liable for payment of any premiums or assessments on this policy. The state of Utah, Division of Parks and Recreation shall be named as an additional insured.

4. Permittee shall comply with Division regulations governing use of state park system and all federal, state, county and municipal laws, ordinances or regulations which are applicable to the area or operation authorized herein. Every Special Use Permit requiring insurance shall have an insurance certificate attached the Special Use Permit before submitting to the Contracts Officer.

5. Permittee shall pay to the Division \$_____ for use of said lands and/or improvements and any other services agreed to herein.

6. Prior to any onsite occupancy, Permittee shall post a bond or cash deposit with Division in the amount of \$_____ to assure that use of said lands and/or improvements will be as authorized and agreed. Return of said bond or deposit is subject to compliance with terms and conditions of this permit.

7. Permittee shall provide a credit line or some other appropriate credit for any commercial filming or photography authorized hereunder.

8. Division may terminate this permit at any time for breach of any terms or conditions agreed to herein.

9. Permittee shall keep said lands and/or improvements to standards of repair, orderliness, sanitation and safety acceptable to Division. Prior to termination of this permit, Permittee shall clean and restore said lands and/or improvements either back to original condition or to a condition satisfactory to the Division.

10. Permittee agrees that public use of said lands and/or improvements will not be unreasonably restricted.

11. Permittee shall comply with any special instructions received from park manager in charge.

12. This permit is subject to all other valid contracts, rights-of-way and easements in effect upon said lands and/or improvements.

13. No employee of the Division may work for Permittee in any capacity or accept a gratuity of any nature whatsoever.

14. This permit is accepted by Permittee subject to additional conditions numbered _____ to _____ attached to and made part of this permit.

IN WITNESS FOR DIVISION, the parties have subscribed their names as of the date first above written.

APPROVED FOR DIVISION

APPROVED FOR PERMITTEE

By _____
Park Manager

By _____
Contractor

Code

Title